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7 **UNITED STATES DISTRICT COURT**
8
9 **DISTRICT OF NEVADA**

10 ANOTHONY BOHLING-ROBINSON, an
11 Individual,

12 Plaintiff,

13 vs.

14 AT&T MOBILITY SERVICES LLC, a
15 Foreign Limited Liability Company, DOES I
16 -X; ROE CORPORATIONS I -X,

17 Defendants.

CASE NO.: 3:22-cv-00134-MMD-CSD

**STIPULATION AND ORDER TO
SUBMIT MATTER TO BINDING
ARBITRATION AND STAY ACTION
PENDING ARBITRATION**

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19 Pursuant to LR 7-1 and LR IA 6-2, the parties, Plaintiff ANTHONY BOHLING-
20 ROBINSON ("Plaintiff") and Defendant AT&T MOBILITY SERVICES LLC ("Defendant"),
21 by and through their respective counsel of record, hereby stipulate as follows:

- 22 1. On March 18, 2022, Plaintiff filed a complaint alleging discrimination based on
23 disability in violation of state and federal statutes, retaliation in violation of state
24 and federal statutes, Family and Medical Leave Act interference, retaliation in
25 violation of the Family and Medical Leave Act, and intentional/negligent infliction
26 of emotional distress. [ECF No. 1]. The summons and complaint was served on
27 Defendant's agent for service of process on May 5, 2022.
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2. Defendant's response was due by May 26, 2022, but the Parties stipulated to extend Defendant's deadline to respond to Plaintiff's complaint. [ECF No. 6].
3. The Court granted the Parties' stipulation, and extended Defendant's deadline to respond to Plaintiff's complaint until June 23, 2022. [ECF No. 9].
4. Plaintiff and Defendant agree that Plaintiff entered into an enforceable arbitration agreement during his employment with Defendant, which provides that all disputes relating to Plaintiff's employment shall be submitted to binding arbitration in lieu of a civil action in court.
5. Based on the Parties' arbitration agreement, Plaintiff and Defendant have agreed to submit to arbitration any and all claims and disputes that arise from or relate to Plaintiff's employment or termination of his employment with Defendant, including the claims pled in Plaintiff's complaint in this action.
6. The Parties have agreed that this instant action, in its entirety, shall be submitted to arbitration.
7. All proceedings in this instant action, including but not limited to Defendant's response to Plaintiff's complaint, shall be stayed and this Court shall retain jurisdiction over this action pending the conclusion of the arbitration.

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8. Nothing in this instant Stipulation and Order, nor the fact of entering into the same, shall be construed as waiving any claim and/or defense held by any party.

IT IS SO STIPULATED.

Dated this 17th day of June 2022.

Dated this 17th day of June 2022.

HKM EMPLOYMENT ATTORNEYS LLP

PETERSON BAKER, PLLC

/s/ Jenny L. Foley
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ORDER

IT IS SO ORDERED:



UNITED STATES DISTRICT JUDGE

DATED: June 22, 2022